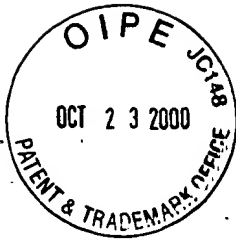
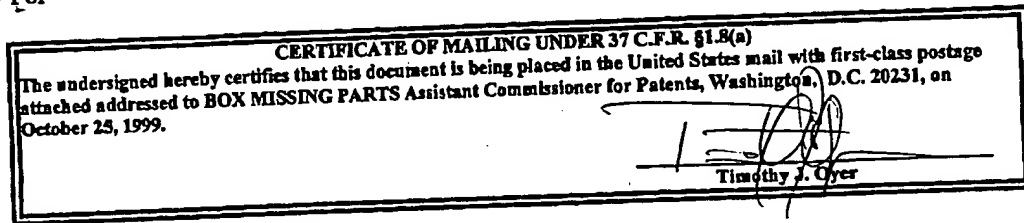


WGS DOCUMENT NO. T0428/7057



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventors : Theodore A. Burnham et al.
 Serial No. : 09/258,625
 Filing Date : February 26, 1999
 For : Method and Apparatus for Microcellular Polymer Extrusion



BOX MISSING PARTS
 Assistant Commissioner for Patents
 Washington, D.C. 20231

DECLARATION OF DR. RICHARD STRAFF

2 (P3)
 Dr. Richard Straff, of 8 Sheldon Road, Marblehead, Massachusetts 01945 declares
 and states that:

1. I am currently Vice President of Research and Commercialization of Trexel, Inc. (formerly Axiomatics Corporation) located at 45 Sixth Road, Woburn, Massachusetts 01801. In this capacity I coordinate patent matters for Trexel, and I have firsthand knowledge of the following.

2. Dr. Sung W. Cha (hereinafter "Dr. Cha") is a co-inventor for the above-identified patent application (hereinafter "the Patent Application").

3. Dr. Cha performed work for Trexel, Inc. (hereinafter "Trexel") for a period of time, as an employee. Under an Employment/Confidentiality Agreement signed by Dr. Cha, all inventions conceived and developed by Dr. Cha while performing work within the scope of the Agreement are to be assigned by Dr. Cha to Trexel, and Dr. Cha agreed to execute papers associated with filing patent applications on these inventions. A copy of Dr. Cha's Employment/Confidentiality Agreement with Trexel is attached as Exhibit A.

4. Any contribution made by Dr. Cha to the invention of the Patent Application was made while Dr. Cha was employed by Trexel.

5. I forwarded a copy of the Assignment and Declaration documents, for filing in this Patent Application, along with a copy of the Patent Application to Dr. Cha with a Memo requesting his signature. On October 1, 1999, I again forwarded a copy of the Assignment and Declaration documents, indicating that if I had not heard from him by October 20, 1999, I would assume that he had refused to sign the documents. I had not heard from Dr. Cha by October 20, 1999 regarding this matter. A copy of the Memo of October 1 is attached as Exhibit B. Dr. Cha has not signed and/or returned the documents.

6. Trexel has a proprietary interest in the subject matter of the Patent Application. Prosecution of the Patent Application, despite Dr. Cha's refusal to sign the Power of Attorney is necessary to preserve the rights of Trexel.

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

10/25/99
Date



Richard Straff, Vice President of
Research and Commercialization
Trexel, Inc.



EXHIBIT A

EMPLOYMENT/CONFIDENTIALITY AGREEMENT

AXIOMATICS CORPORATION

36 Gill Street
Woburn, Massachusetts 01801

(617) 932-0202 FAX (617) 932-3324

We understand that your employment by Axiomatics Corporation ("Axiomatics") will be based upon the following terms and conditions:

1. Your employment will begin part time on May 16, 1994 and full time as of June 1, 1994 and will continue until termination by either party.
2. You will perform such duties in connection with Axiomatics' activities as may be assigned to you from time to time. Except for travel reasonably necessary in connection with your work, your regular place of employment will be Woburn, Massachusetts.
3. During your employment you shall devote your best efforts to such duties as are assigned to you from time to time by the President or the Board of Directors.
4. You shall be compensated at a rate of \$5,000 per month. Your rate of compensation will be reviewed from time to time by the Chairman of the Board and President of Axiomatics. Their reviews will take into consideration any change in your areas of responsibility, your length of service, competitive conditions in the industry, and other pertinent factors.
5. You shall be entitled to participate in any plans or benefits hereafter from time to time in force for the employees of Axiomatics. You shall also be entitled to reimbursement for business related expenses.
6. During your period of employment, you will not accept employment or render services to any person, firm, or corporation in competition with Axiomatics without the written consent of Axiomatics. For a period of one year after termination of your employment (or if shorter, for a period equal to the number of months you had been an employee of Axiomatics) you will not sell on behalf of yourself or on behalf of any other person or entity any product which is in competition with a product of Axiomatics to any corporation, firm, or other entity which is a customer of Axiomatics at the time of termination of your employment without the written consent of Axiomatics.

7. The restrictions set forth in Paragraph 6 shall apply only to such areas in which Axiomatics is engaged directly or indirectly in business prior to your termination of employment and in any other areas in which Axiomatics contemplates engaging directly or indirectly prior to the termination of your employment (provided that such contemplation is known to you prior to the termination of your employment with Axiomatics).
8. You agree to hold in confidence and not disclose, either during or after your employment, any and all trade secrets and confidential information of Axiomatics. This paragraph is intended to include technical and non-technical information which is not generally known by actual or potential competitors of Axiomatics or is not in the public domain. Without limiting the generality of the foregoing, this paragraph is intended to include all customer lists, financial information of Axiomatics and its customers, customer requirements, inventions and discoveries of Axiomatics, information pertinent to the cost and source of materials, know-how relating to all of the foregoing, and any other information or matters which are of a secret or confidential nature.
9. Upon termination of your employment you will deliver to Axiomatics all written, printed, and tangible materials of Axiomatics and all such materials related to trade secrets or confidential information of Axiomatics (including material in the form of reports, lists, notebooks, memoranda, computer media or other technical information in any other tangible media).
10. You agree to disclose promptly to Axiomatics (which agrees to receive all such disclosures in confidence) any and all inventions, discoveries and improvements, whether patentable or not, conceived or made by you during the term of your employment by Axiomatics. You agree to assign (and to the extent legally enforceable you hereby do assign) to Axiomatics all of your rights, title and interest in and to all inventions, discoveries and improvement which either:
 - (a) related to the business activities of Axiomatics or those activities contemplated during your employment for the future (provided that such contemplation shall be known by you) whether or not such inventions, discoveries and improvements are conceived during normal business hours of your employment or are conceived during time not customarily considered normal business hours, or
 - (b) are invented, discovered or developed by you (alone or in conjunction with others) during the hours of your employment by you or with the use or assistance of Axiomatics' personnel, material or equipment.
11. You agree that in the event of a breach or a threatened breach of any of

the provisions of Paragraphs 6 through 10 herein (a) irreparable injury will result to Axiomatics, and (b) Axiomatics shall be entitled to injunctive and other equitable relief in addition to any other legal relief as may be appropriate under the circumstances.

12. The parties agree that the provisions contained herein shall be liberally construed in order to protect to the maximum degree the business of Axiomatics. If at any time any provision contained in Paragraphs 6 through 10 here in shall be deemed invalid or unenforceable by a court of competent jurisdiction by reason of geographic scope, scope of activities restricted, or for any other reason, the parties agree that such provisions shall be valid and binding as though the invalid or unenforceable portion had not been included herein.
13. You agree to execute and deliver to Axiomatics from time to time as reasonably requested by Axiomatics, any and all applications, assignments or other instruments which Axiomatics shall deem necessary or reasonably desirable to ensure proprietary rights in or to apply for and obtain Letters Patent of the United States or any foreign country or to otherwise protect Axiomatics' interests with reference to any inventions, discoveries, and improvements covered by Paragraph 10.

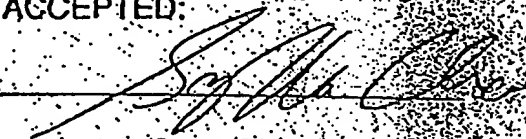
If the above accords with your understanding, please indicate your assent by signing below and returning it to us, and this letter shall be an agreement between you and us in accordance with its terms.

AXIOMATICS CORPORATION

By:  5/13/94

Matt Pallaver
Vice President

ACCEPTED:



Dr. Sung Cha

Date: 5/13/94